

BILL NO. S-76-09-20

SPECIAL ORDINANCE NO. S- 162-76

AN ORDINANCE approving a contract with Allen County Tractor Sales, Inc., for the purchase of one (1) 1976 Ford Utility Diesel Tractor for the Street Department.

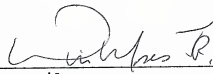
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated August 24, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Allen County Tractor Sales, Inc., for:

1976 Utility Diesel Tractor - Ford	
BA213C per specifying per Bid	
No. 731	7,766.10
Less trade-in (1) One Ford 3000	
Serial #206882	-1,000.00
Less Discount	-2,000.00
Plus New Frame and Hydraulic	+ 100.00
TOTAL:	\$4,866.10

all as more particularly set forth in Purchase Order 3-33822 and which is on file in the office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 9-14-76.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<input checked="" type="checkbox"/> 8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 1	<input type="checkbox"/>
BURNS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HUNTER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHIMDT, V.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
TALARICO	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 9-28-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 1-162-76 on the 28th day of Sept, 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of Sept, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 1st day of October, 1976, at the hour of 8:00 o'clock PM E.S.T.

Robert Elumchong
MAYOR

Bill No. S-76-09-20

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Allen County Tractor Sales, Inc., for the
purchase of one (1) 1976 Ford Utility Diesel Tractor for the Street
Department

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

W. C. Moses, Jr.

D. J. Schmidt

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

DATE 4-27-76

Memorandum

To H. P. Wehrenberg, Chairman Board of Works Date August 24, 1976

From J. E. Kroener, Purchasing Dept.

Subject Bid No. 731 - Utility Tractor for Street Department

COPIES TO:

Purchase Order No. 3-33822 is assigned to Allen County Tractor Sales, Inc. at a cost of \$4,866.10 net, including a deduction of \$1,000.00 for the trade-in of a 1968 Ford 3000 Tractor.

One other bid was received from State Equipment Company at \$5,998.00 net. A total of seven (7) suppliers were invited to bid.

The following document copies are attached:

1. Copy of Purchase Order 3-33822 to Allen County Tractor
2. Bid #731 from both bidders
3. Bid tab sheet
4. Vendor mailing list

All bid documents should be made available to Council for their perusal. As always, the purchase order number is not to be given out until Councilmanic approval is obtained.


J. E. Kroener

Approved: 

A. C. Lord

Approved: 

W. H. White

13-260-21

7/30/76

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
 NUMBER ONE EAST MAIN STREET
 ROOM 470
 FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department
 231 South Clinton Street
 Fort Wayne, IN 46802

50

Allen County Tractor Sales, Inc.
 4625 Speedway Drive
 Fort Wayne, IN

DELIVER TO:-
 DEPARTMENT
 OR DIVISION

ADDRESS
 CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
 ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES, (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3-33822

DATE August 24, 1976

REF. NO.

REQ. NO. 4401

THE ABOVE INFORMATION MUST APPEAR ON
 ALL INVOICES, BILLS OF LADING, DELIVERY
 TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
 WANTED }

APPROPRIATION
 AND FUND
 NUMBER } 28-880-722

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		<u>TAX EXEMPT</u> (UNLESS OTHERWISE INDICATED)		
1		1976 Utility Diesel Tractor - Ford F4W13C per specifications per Bid No. 721 Less trade-in (1) One Ford 3000 Serial #206882 Less Discount Plus New Frame and Hydraulic		7,766.10 1,000.00 2,000.00 100.00
		TOTAL:		4,866.10
		Net 30 P.O.D. Delivered Ship from Stock - 1 week Warranty: One Year		
		SUBJECT TO COUNCILMANIC APPROVAL		
		XXXXXXXXXXXXXXXXXXXX		
		JEN:emm		

COMPLIANCE WITH
 THE DELIVERY DATE
 REQUESTED WILL A-
 VOID "FOLLOW UP"
 CORRESPONDENCE.

NOTE



READ

INSTRUCTIONS ON
 THE BACK OF THIS

ORDER

THE CONTRACTOR OR
 VENDOR, BY ACCEPT-
 ING THIS ORDER, A-
 GREEES TO THE GEN-
 ERAL CONDITIONS AND
 TERMS OF AGREEMENT
 ON THE BACK OF THIS
 ORDER.

UNLESS OTHERWISE
 INDICATED THE PRICES
 SHOWN INCLUDE ALL
 CHARGES FOR DELIV-
 ERY, DAKING, ETC.;
 NECESSARY TO COM-
 PLETE DELIVERY TO
 DESTINATION SPECI-
 FIED.

UNLESS OTHERWISE
 INDICATED THE PRICES
 SHOWN DO NOT INCLUDE
 TAXES OF ANY KIND.

EXCEPTION BLANKS
 WILL BE FURNISHED
 WHEN NECESSARY.

IND. SALES TAX
 EXEMPT CERTIF. NO.
 34508

IF THIS ORDER DOES
 NOT AGREE WITH YOUR
 QUOTATION, KINDLY
 RETURN IT WITH AN
 EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COV-
 ERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
 EXPENDITURE THEREFOR HAS BEEN ONLY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
 IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
 FILE IN THIS OFFICE.

XXXXXXXXXXXXXXXXXXXX - City Controller W.G. SCHNIZER

XXXXXXXXXXXXXXXXXXXX - Director of Purchases A.C. LORD

COMPUTATION OF SIDS

S/D REF. 131

CLOSING DATE 8-16-76

One Utility Tractor

OLD Hyd Frame
TRANSFERREDNew Hyd Frame
OLD Frame
TRADED IN

total

A/P on file

Allen County Tractor Sales, Inc.
4625 Speedway Drive
Fort Wayne, Indiana 46825 ✓

aff. OK Bill Bond

TOTAL \$ 7766.10
LESS TAX _____
LESS TRADE 1000.00
LESS DISC 2000.00
TOTAL 4766.10
Rel. TransferTOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL n/cTOTAL \$ _____
LESS TAX _____
LESS TRADE 903
LESS DISC _____
TOTAL + 100.00TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 4866.10Bremer's, Inc.
1335 Highway #14 - East
New Haven, Indiana 46774TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____

A/P

State Equipment Company, Inc.
5620 Industrial Road
Fort Wayne, Indiana 46825

aff. OK Bill Bond

TOTAL \$ 8416.00
LESS TAX _____
LESS TRADE 2418.00
LESS DISC _____
TOTAL 5998.00
Rel. 30 days A/PTOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____Industrial Tractor & Equipment
4809 Industrial Road
Fort Wayne, Indiana 46808TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
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LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____

J E Koenen

8/16/76

Bid Reference No. 751

Date August 3, 1976

Vendors Name & Address

Cards Mailed

Bids Picked Up

Bids Mailed

Summit Power Equipment Distributors
5326 Keystone Drive
Fort Wayne, Indiana 46825

8-5-76

Allen County Tractor Sales, Inc.
4625 Speedway Drive
Fort Wayne, Indiana 46825

"

8-6-76

Riley Lawn & Golf Equipment, Inc.
3838 Wells Street
Fort Wayne, Indiana 46808

"

Bremer's Inc.
1335 Highway #14 - East
New Haven, Indiana 46774

"

8-6-76

Lakeshore Equipment & Supply Company
P. O. Box #1
Huntertown, Indiana 46748

"

State Equipment Company, Inc.
5620 Industrial Road
Fort Wayne, Indiana 46825

"

8-6-76

Industrial Tractor & Equipment
4809 Industrial Road
Fort Wayne, Indiana 46808

"

8-10-76

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agree to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ as follows:
Board-Commissioner Dept. of Purchasing, etc.
Rejected _____ Date _____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Specifications for One (1) Utility Tractor including all equipment listed as standard in the manufacturer's printed literature describing the Utility Tractor unless such equipment is superseded by special equipment listed herein:

Base Price: \$ _____

Freight: \$ _____

1. Year:	1976	\$ _____
2. Gross H.P.:	35, no less than 158 Cu. In.	\$ _____
3. Type:	Diesel	\$ _____
4. P.T.O.	Live	\$ _____
5. Transmission:	8-Speed or more	\$ _____
6. Battery:	12 Volt	\$ _____
7. Lights:	Head Lights, Tail Lights, Flasher Lights	\$ _____
8. R.O.P.S. Seat:	With Belt	\$ _____
9. Tachometer:	Gen. Light, Oil Light, Fuel Gauge, Temp. Gauge	\$ _____
10. Steering:	Power Assist	\$ _____
11. Differential Lock:	Standard	\$ _____
12. Hitch:	3-Point Hydraulic	\$ _____
13. Tires:	5.50 x 16 Front Tires 12.4 x 28 Rear RI Tires	\$ _____
14. Seat	Deluxe Shock Absorbing	\$ _____

Trade-In:

One (1) 1968 - 3000 Ford, Serial #206882 - \$ 1000.⁰⁰

Total Cost \$ 7766.¹⁰

Delivery Date: IN STOCK - 1 WEEK Less Discount: \$ 2000.⁰⁰

Warranty: 1 YEAR Less Trade-In: \$ 1000.⁰⁰

Net Cost: \$ 4766.¹⁰

*Utility Tractor must have Front Mounted Hydraulic Lift that will readily adapt to Pusher Broom Attachment, at no cost to Buyer.

Trade-In Tractor and Attachment* may be seen at Street Department,
231 South Clinton Street, Fort Wayne, Indiana, Phone 423-7231.

SPECIFICATIONS QUESTIONNAIRE
Bidders Proposal - To Be Completed
By the Bidder

1. Year: 1976 Make: FORD Model: BAZ13C
2. Gross H.P.: 35.3 158 CU. IN. DIESEL
3. Type: UTILITY - DIESEL
4. P.T.O.: LIVE 540
5. Transmission: 8 SPEED FORWARD 2 REVERSE
6. Battery: 12 VOLT
7. Lights: 2 HEAD LIGHTS - REAR FLASHER - RED TAIL LIGHT
8. R.O.P.S. Seat: 2 POST WITH BELT - CSH4 HYDRAULIC
9. Tachometer: STANDARD
10. Steering: POWER ASSIST
11. Differential Lock: STANDARD
12. Hitch: 3 POINT HYDRAULIC W/ DRAWBAR.
13. Tires: 5.50 X 16 FRONT - 12.4 X 25 REAR R1
14. Seat: BUCKET PADDED W/ SHOCK ABSORBING SUSPENSION

Belwhite
7/23/81

We have inspected the Hydraulic frame on the old tractor and it can be transferred to the new tractor - we will do this at no cost to the Street dept.

OR If you want a new frame + Hydraulic on new tractor the cost would be 100.00 and old frame traded in.

D.B.H.

NON-COLLUSION AFFIDAVITSTATE OF INDIANA, }
_____ALLEN____ COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

D B HebrockD B. HEBROCK PRES.

Bidder or Agent

For ALLEN COUNTY TRACTOR SALES INCH. WATKINS, INC.
Farm or CorporationSubscribed and sworn to before me this 11TH day of August, 1976

My Commission Expires

7-1-78George J. Van Guler

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent (5%) of Total Price Bid-----

-----Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

.....Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Allen County Tractor Sales, Inc.
Name of Bidder—Print or Type
By [Signature]
Signature of Person Authorized to Sign

Title Pres.

4625 Speedway Drive

Street Name and Number

Fort Wayne, Indiana

City, State and Zip Code

Date August 16, 1976

See Cover Letter

Reliance Insurance Company

Name of Company — Print or Type

Incorporated in the State of Pa.

Address Philadelphia, Pa.

By [Signature]
Attorney August 16, 1976

VASTI ZENT & RYE, INC.
Witnessed by:
Authorized Agents

SURETY

By [Signature]

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint C.H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Fred S. Rye, Gerald A. Dahle, Leonard Shirley, Josephine E. Stackhouse, Lane I. Ross, David J. Steffen and Helen F. Pyles, individually, of Fort Wayne, Indiana its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed

any and all bonds and

undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII — Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 25th day of February, 1974



RELIANCE INSURANCE COMPANY

Vice-President

STATE OF Pennsylvania)
COUNTY OF Philadelphia) ss.

On this 25th day of February, 1974, personally appeared

J.H. McDermott

_____, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Notary Public In and for State of Pennsylvania

Residing at Philadelphia

I, P.D. Crossetta

Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by the RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 16 day of Aug., 1976



Assistant Secretary

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A. C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Street Department
or Division 231 South Clinton Street
Address Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Monday - August 16, 1976 - 11:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34408. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 18 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
1		Utility Tractor per Attached Specifications. All Specifications and Questionnaire must be fully completed for Consideration. Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E. E. O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E. E. O. Office. Specify Which: On File: _____ Attached: _____	(1)	\$5998.00

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES
See instruction item No. 18 on reverse side hereof.

Terms 0 % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.
(Sign Here)

State Equipment Co. Inc.

Name of Company
By Arnold S. S. S. Title VP & Gen. Mgr.

Address 3818 E. Prospect Street

City Indianapolis, Indiana

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications contained in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signatures:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-231.1-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**

16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Examination and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, a.e., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ as follows:
Board-Commissioner Dept. of Purchases, etc.
Accepted _____ Date _____ as follows:
Board-Commissioner Dept. of Purchases, etc.

Specifications for One (1) Utility Tractor including all equipment listed as standard in the manufacturer's printed literature describing the Utility Tractor unless such equipment is superseded by special equipment listed herein:

	Base Price:	\$6,730.00
	Freight:	\$ 70.00
1. Year:	1976	\$ std.
2. Gross H.P.:	35, no less than 158 Cu. In.	see exception \$ std. price
3. Type:	Diesel	\$ std.
4. P.T.O.	Live	\$ 490.00
5. Transmission:	8-Speed or more	\$ std.
6. Battery:	12 Volt	\$ 12.00
7. Lights:	Head Lights, Tail Lights, Flasher Lights	\$ 64.00
8. R.O.P.S. Seat:	With Belt	\$ 184.00
9. Tachometer:	Gen. Light, Oil Light, Fuel Gauge, Temp. Gauge	\$ std.
10. Steering:	Power Assist	\$ 261.00
11. Differential Lock:	Standard	\$ 75.00
12. Hitch:	3-Point Hydraulic	\$ 480.00
13. Tires:	5.50 x 16 Front Tires 12.4 x 28 Rear RI Tires	see exception \$ std. price
14. Seat	Deluxe Shock Absorbing	\$ 50.00

Trade-In:

One (1) 1968 - 3000 Ford, Serial #206882 \$ 2418.00

Total Cost \$8,416.00

Delivery Date: 30 days from date of order

Less Discount: \$

Warranty: 1 year

Less Trade-In: \$2,418.00

Net Cost: \$5,998.00

*Utility Tractor must have Front Mounted Hydraulic Lift that will readily adapt to Pusher Broom Attachment, at no cost to Buyer.

Trade-In Tractor and Attachment* may be seen at Street Department,
231 South Clinton Street, Fort Wayne, Indiana, Phone 423-7231.

SPECIFICATIONS QUESTIONNAIRE
Bidders Proposal - To Be Completed
By the Bidder

1. Year: 1976 Make: John Deere Model: 301-A

Exception 2. Gross H.P.: 45,7PS 152 cu. in. in lieu of 158 cu. in.

3. Type: Diesel

4. P.T.O.: 540 RPM Cont. Running PTO

5. Transmission: Collar shift 8 forward 4 reverse

6. Battery: 12 volt battery

7. Lights: lights

8. R.O.P.S. Seat: w/belt

9. Tachometer: Generator light, oil light, fuel & temp. gauge

10. Steering: Hydraulic Power

11. Differential Lock: standard

12. Hitch: Cat I w/Swayblocks

Exception 3. Tires: Front 6.00 X 16", 4PR (1-L) in lieu of 5.50 X 16" - Rear 13.6 X 28" 4PR (R-1) in lieu of 12.4 X 28"

14. Seat: Deluxe suspension seat

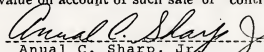
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

} SS:
---Marion--- COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.


Anual C. Sharp, Jr.
Vice President - General Manager

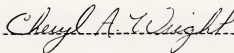
Bidder or Agent

For State Equipment Company, Inc.
Firm or Corporation

Subscribed and sworn to before me this 11th day of August, 1976.

My Commission Expires

April 13, 1980



REQUEST FOR PUBLICATION

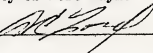
News
Sentinel x
Journal
Gazette x
Other

DATE August 3, 1976

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Street Department
231 South Clinton Street
Address Fort Wayne, Indiana 46802

Department of Purchases
City of Fort Wayne

By 

BIDS WANTED - REFERENCE NO. 731

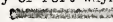
Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Monday - August 16, 1976 - 11:00 A.M.
for the following items:

One (1) Utility Tractor

Each Bidder must submit a current 1976 written Affirmative Action Program with
his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5%
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By  A. C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

8-6-76

8-13-76

LEGAL NOTICE

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....(5%) Of \$5998.00 = \$299.90

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute Some other Form. (Use of any other Form will disqualify your Bid.)

.....Dollars
.....Bank
same terms and conditions as set forth in the above bond.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

By

Name of Bidder—Print or Type

Signature of Person Authorized to Sign

Title

Street Name and Number

City, State and Zip Code

Date

See Cover Letter

State Equipment Co.

Name of Company — Print or Type

Incorporated
in the State of: Indiana

Address: 3818 E. Prospect, Indpls

By

Amal C. Sharp Jr. VP & Gen. Mgr.
Sign on this Line

SURETY

Witnessed by:

Donald E. Spillane

TITLE OF ORDINANCE SPECIAL ORDINANCE - Civil City Purchase Order 33822 - Allen CountyTractor Sales, Inc.DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Invitational Bids were received in the Purchasing Department*S-76-05-20*for one (1) Utility Diesel Tractor for the Street Department. Seven vendors wereasked to bid but only two bids were received as follows:Allen County Tractor Sales, Inc. \$4,866.10State Equipment Co. Inc. 5,998.00Civil City Purchase Order 33822 has been written to Allen County Tractor Sales,Inc. in amount of \$4,866.10 and will be issued upon approval of Council(SEE ATTACHED TABULATION AND BIDS)EFFECT OF PASSAGE Provide needed equipment to Street Department replacingworn 1968 unitEFFECT OF NON-PASSAGE Inability to update worn equipmentMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Street Department -\$4,866.10.

ASSIGNED TO COMMITTEE

Public Works JH